## Received by NSD/FARA Registration Unit 04/09/2019 7:17:36 PM

U.S. Department of Justice Washington, DC 20530

## OMB No. 1124-0006; Expires May 31, 2020

# Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <a href="https://www.fara.gov">https://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average. 49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503

1. Name and Address of Registrant		, ,	2. Registration No.
Avenue Strategies Global, LLC			6446
3. Name of Foreign Principal The Republic of Zimbabwe	1 -	ess of Foreign Princip oshire Ave. NW, Was	and the second s
5. Indicate whether your foreign principal is one of the follow	ving:		
<ul> <li>✓ Government of a foreign country <sup>1</sup></li> <li>✓ Foreign political party</li> </ul>			
☐ Foreign or domestic organization: If either, check	one of the following:	<i>.</i> *	
	Committee Voluntary group		
☐ Association [ ☐ Individual-State nationality	Other (specify)		
6. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant			
Embassy of The Republic of Zimbabwe			
<ul> <li>Name and title of official with whom registrant of Sibusiso Moyo, Minister of Foreign Affairs and le</li> </ul>	and the second second	en e	
7. If the foreign principal is a foreign political party, state:	Terrasional Indae		
a) Principal address			
b) Name and title of official with whom registrant	ieals		
c) Principal aim			

<sup>1 &</sup>quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

. If t	the foreign principal is not a foreign government or a foreign political party:		
	a) State the nature of the business or activity of this foreign principal.		
		* `	٠
		1	
	b) Is this foreign principal:		
	Supervised by a foreign government, foreign political party, or other foreign principal	Yes □ N	io 🔲
	Owned by a foreign government, foreign political party, or other foreign principal	Yes 🗌 N	lo 🗆
	Directed by a foreign government, foreign political party, or other foreign principal	Yes □ N	lo 🗆
	Controlled by a foreign government, foreign political party, or other foreign principal	Yes □ N	ю 🗆
	Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗆 N	lo 🔲
	Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes □ N	lo 🗆
Exp	plain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be use	d.)	
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	the foreign principal is an organization and is not owned or controlled by a foreign government, foreign politi	cal party or	rother
fo	oreign principal, state who owns and controls it.		
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		•	
	EXECUTION		,
	accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has	read the	
inf	formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents the	nereof and	that suc
inf	formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents the contents are in their entirety true and accurate to the best of his/her knowledge and belief.	hereof and	that suc
inf	formation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents the contents are in their entirety true and accurate to the best of his/her knowledge and belief.	hereof and	that suc
inf co	confirmation set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents the contents are in their entirety true and accurate to the best of his/her knowledge and belief.  Signature  James F. Lang, Counsel	hereof and	that suc

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U.S. Department of Justice Washington, DC 20530 OMB No. 1124-0004; Expires May 31, 2020

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <a href="https://www.fara.gov">https://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Avenue Strategies Global, LLC	6446
3. Name of Foreign Principal  The Republic of Zimbabwe	
4. The agreement between the registrant and the checked, attach a copy of the contract to this e	Check Appropriate Box: above-named foreign principal is a formal written contract. If this box is exhibit.
foreign principal has resulted from an exchang	ne registrant and the foreign principal. The agreement with the above-named ge of correspondence. If this box is checked, attach a copy of all pertinent all proposal which has been adopted by reference in such correspondence.
contract nor an exchange of correspondence b	registrant and the foreign principal is the result of neither a formal written etween the parties. If this box is checked, give a complete description below of tor understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performan	nce of the above indicated agreement or understanding.

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	activities the registrant engag		. • •			
	ovide consulting and public tates government.	relations services on	behalf of the for	eign principal to fo	oster better rela	ations
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Will the activities	on behalf of the above foreig	n principal include p	olitical activities a	s defined in Section	n 1(o) of the A	ct and ir
the footnote below				:		
		· .				
	such political activities indic neans to be employed to achi		nings, the relation	s, interests or polic	ies to be influer	nced
Registrant's activi	ties on behalf of the foreign	principal may includ	de communicatio	ns with Members	of Congress an	d
	off, Executive Branch officials					
governmental an	d public policy matters.	•			7	
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		EXECUTI	ON			*
	28 U.S.C. § 1746, the undersi					
	in this Exhibit B to the regis entirety true and accurate to				ents thereof and	d that su
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ate of Exhibit B	Name and Title		Signature			· ·
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4-9-19	James F. Lang, Counsel	•	1	uslan		

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## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 5" day of April, 2019

#### BY AND BETWEEN:

The Republic of Zimbabwe, 1608 New Hampshire Ave NW, Washington, DC 20009

(the "Client")

## - AND -

Avenue Strategies Global, LLC, a Delaware limited liability company, 1627 I Street NW Suite 1110, Washington, D.C., 20006

(the "Contractor").

#### BACKGROUND:

- A: The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client
- The Contractor is agreeable to providing such services to the Client on the terms and conditions ser our in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows

### Services Provided

- The Client hereby agrees to engage the Contractor to provide the Client with services as set forth on Exhibit A (the "Services").
- The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. The Contractor my from time to time engage others (at no cost or expense to the Client) to assist in providing the Services and the Client acknowledges and agrees to such third-party involvement as Contractor may deem reasonable and necessary. Contractor and its representatives and subcontractors providing services on its behalf hereunder will devote substantial time, but not full time, to this engagement. Client understands and acknowledges that Contractor and such representatives and subcontractor have and will continue to have other engagements during the term of this Agreement.

## Term of Agreement

3. The term of this Agreement (the "Ferm") will begin on the date of this Agreement and will remain in full force and effect until April 5", 2020. The Ferm of this Agreement may be extended with the written consent of the Parties. In the event that either Party wishes to terminate this Agreement, prior to its termination date, that Party will be required to provide 30 days' written notice to the other Party.



#### **Performance**

4. The Parties agree to do everything reasonably necessary and appropriate consistent with standard industry practice to ensure that the terms of this Agreement take effect.

## Currency

 Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USO (US Dollars).

#### Compensation

- For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of \$90,000 per month, to be paid every three months.
- 7. A deposit of \$270,000 (the "Deposit") will be payable by the Client simultaneously with the execution and delivery hereof a signed Agreement and every three months after
- 8. All invoices submitted by the Contractor to the Client are to be paid in full upon receipt,
- All involves submitted by the Commeter to the Client are to be paid within thirty days of receipt.
   Failure to do so can result in a lare fee being assessed to the Client.

## Reimbursement of Expenses

- 10 The Contractor will be reimbursed from time to time for reasonable and necessary expenses metured by the Contractor in connection with providing the Services under this Agreement upon presentation of appropriate documentation therefor.
- All incurred expenses will be reimbursed by Client within thirty (30) days of Client's receipt of invoices therefor Expenses may include, but not be limited to, transportation, lodging and meals.

## Confidentiality

- 13. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 14. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive [indefinitely] upon termination of this Agreement.
- 15. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.



## Ownership of Intellectual Property

16. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, tradeniark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

17. The Contractor may not use the Intellectual Property for any purpose other than in performing its duties pursuant to this Agreement except with the written consent of the Client.

#### Return of Property

 Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## Reliance on Client's Information

19 Chem acknowledges and agrees that Contractor, in performance of its duties under this Agreement, will be relying on the truth, completeness and accuracy of the written documentation delivered and the verbal communication made by Chent and its agents to Contractor and its agents in connection with any and all matters relating to Contractor's engagement hereunder.

## Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance prentium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

#### Notice

- All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows;
  - Republic of Zimbahwe
     1608 New Hampshire Ave NW Washington, District of Columbia 20009
  - Avenue Strategies Global, LLC
     1627 J Street NW Suite 1110, Washington, District of Columbia, 20006

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier



#### Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indeninify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, pointive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## Modification of Agreement

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### Time of the Essence

24. Find is of the essence in this Agreement. No extension or variation of this Agreement will riperate as a waiver of this provision.

#### Assignment

25 The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client

#### **Entire Agreement**

26 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement and Exhibit A hereto

## Enurement

 This Agreement will entire to the benefit of and be binding on the Parties and their respective hears, executors, administrators and permitted successors and assigns

## Titles/Headings

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Gender

 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### Governing Law

30. It is the intention of the Purties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## Severability

317 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **Waiver**

32. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duty affixed their signatures under hand and seal on this 5% day of April, 2019.

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In Mirricher of Fereign The

("Client")

Acenue Strategies Plotat. 1.1.

By:

hs: Barry Bennett - Chief Executive Officer

("Contractor")

Exhibit A

Services

To foster better reliations with the United States Government

